



HEADQUARTERS  
PHILIPPINE ARMY  
OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE  
Fort Andres Bonifacio, Metro Manila

# **BIDDING DOCUMENTS**

**for the**

**Installation and Commissioning of  
Web Application Firewall**

**SIG PABAC 009-21**

**ABC: PhP 10,540,500.00**

**Bidding Date: August 25, 2021  
@ 1: 30 P.M (Wednesday)**

**Sixth Edition  
July 2020**

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## **GLOSSARY OF ACRONYMS, TERMS, AND ABBREVIATIONS**

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** – Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project** – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or – controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation,

sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** – Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

# Section I. Invitation to Bid



HEADQUARTERS  
PHILIPPINE ARMY  
**OFFICE OF THE PA BIDS AND AWARDS COMMITTEE 1**  
Fort Andres Bonifacio, Metro Manila



ITB 024-21

04 August 2021

## INVITATION TO BID

### Procurement of SIGNAL Items

*FUNDING SOURCE: THE GOVERNMENT OF THE PHILIPPINES (GOP) THROUGH  
GENERAL APPROPRIATIONS ACT (GAA) FOR THE YEAR 2021 OF  
THE PHILIPPINE ARMY*

1. The Philippine Army, through its procuring agent, **PABAC1** invites PhilGEPS registered suppliers to bid for the following items:

Item No.	ASA NR.	PABAC Reference Nr.	Qty	Item/ Description	Approved Budget for the Contract	Price of Bid Documents	Delivery Period
1	2600-2021-0062	SIG PABAC 009-21	1 Lot	Installation and Commissioning of Web Application Firewall	10,540,500.00	25,000.00	Please refer to Section VI. Schedule of requirements
2.	2600-2021-0061	SIG PABAC 010-21	1 Lot	Web Hosting Performance Subscription	4,477,300.00	5,000.00	

Bidders should have completed within five (5) years from the date of Submission and Receipt of Bids a Contract similar to the project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

2. The summary of the bidding activities is as follows:

Activity	Date	Reference Nr.	Time
Advertisement/Posting of Invitation to Bid	August 5, 2021		
Issuance and Availability of Bid Documents	August 5, 2021		
Pre –Bid Conference	August 12, 2021	SIG PABAC 009-21	1330H
		SIG PABAC 010-21	IF
Last day of Submission of Written Clarification	August 16, 2021		
Last day of Issuance of Bid Bulletin	August 16, 2021		
Deadline of Submission	August 25,2021	SIG PABAC 009-21	1330H
		SIG PABAC 010-21	IF

Opening of Bids	Immediately after the Deadline of Submission of Bids		
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3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 otherwise known as the “Government Procurement Reform Act”.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from PABAC1 Secretariat and inspect the Bidding Documents as posted on the Website of the Philippine Army and the PHILGEPS at the address given below during office hours from 8:00 am to 4:00 pm

5. A complete set of Bidding Documents may be acquired/purchased by interested Bidders and must submit a letter of Intent (LOI) starting **August 05, 2021** during office hours (8:00 am - 4:00 pm) from the given address and websites below upon payment of non-refundable fee at the Collecting Officer, Finance Center, Philippine Army, Fort Andres Bonifacio, Metro Manila.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person, by facsimile, or through electronic means.

6. The Philippine Army through PABAC1 will hold a Pre-Bid Conference on **August 12, 2021; 1:30 P.M** through Virtual Tele Conference (VTC) via zoom at the PABAC1 Conference Room, Fort Andres Bonifacio, Taguig City, M.M. which shall be open to all prospective bidders.

To reduce the risks and hazards of community transmission of COVID-19, the BAC shall conduct meetings and conferences via video-conferencing until further notice, or until such time that the state of calamity, or implementation of community quarantine or similar government restrictions shall have been lifted by the proper government authorities.

The prospective bidders are advised to first log and wait for further advice to join the BAC meeting room, the link of which shall be provided to the prospective bidders before the start of the Pre-bid Conference.

7. Bids must be duly received by the PABAC1 Secretariat through manual submission at the office address indicated below on or before **August 25, 2021; 1:30 P.M.** Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

9. Bid opening shall be on **August 25, 2021; 1:30 P.M** through Virtual Tele Conference (VTC) via zoom at the PABAC1 Conference Room, Fort Andres Bonifacio, Taguig City, M.M. **Link will be given 30minutes before the meeting.** Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.

10. The Philippine Army reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

**Office of the Philippine Army Bids and Awards Committee 1**  
Fort Andres Bonifacio, Metro Manila

**LTC DANIEL R DUMALAG (QMS) PA**  
**Head, PABAC1 Secretariat**  
E-mail Address: [pabacsec@gmail.com](mailto:pabacsec@gmail.com)  
Telephone Nr. (02) 845-9555 loc 6891 & 6893  
Mobile Nr. Globe # 09774880012 Smart # 09993211164

12. You may visit the following websites:

For downloading of Bidding Documents:

- [philgeps.gov.ph](http://philgeps.gov.ph)
- [army.mil.ph](http://army.mil.ph)

Date of Issue: \_\_\_\_\_

**Signed**  
**ROSALIO G POMPA**  
Brigadier General PA  
Chairperson



## Section II. Instruction to Bidders

### 1. Scope of Bid

The Procuring Entity, **Philippine Army** wishes to receive Bids for the **Web Application Firewall** under **SIG PABAC 009-21**.

The Procurement Project (referred to herein as "Project") is composed of **one lot**, the details of which are described in Section VII (Technical Specifications).

### 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2020** in the amount of **Ten Million Five Hundred Forty Thousand Five Hundred Pesos (PhP10,540,500.00)**.

2.2. The source of funding is **The General Appropriations Act**.

### 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

### 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to **at least twenty-five percent (25%)** of the ABC.; or
  - b. The Bidder should comply with the following requirements:
    - i. Completed **at least two (2) similar contracts**, the aggregate amount of which should be equivalent to **at least twenty-five percent (25%)** in the case of expendable supplies of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to **at least half of the percentage** of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## 7. Subcontracts

- 7.1. The Procuring Entity has prescribed that **Subcontracting is not allowed.**

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address indicated herein and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the last five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and,
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

## 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

- 13.2. Payment of the contract price shall be made in **Philippine Pesos**.

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from the date of opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## 16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## 17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## 18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as: One contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## 21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

## Section III. Bid Data Sheet

ITB Clause	
5.2	Foreign Bidders must be duly represented by an <b>authorized local representative</b> .
5.3	<b>For this purpose, contracts similar to the Project shall be:</b> a. <b>Installation and Commissioning of Web Application Firewall</b> b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	<b>Subcontracting is not allowed.</b>
10	For foreign bidders, the equivalent document/s issued by the appropriate authority in the country of origin of the bidder concerned must be presented. If said document has no appropriate equivalent, a Certificate of Inexistence of Appropriate Foreign Equivalent may be submitted.  The Local Representative of Foreign Bidders shall also submit PhilGEPS Certificate of Registration (Platinum Membership).  In case of a Joint Venture, each JV partner shall submit the required Legal Documents.
12	For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR.
12.1	The price of the Goods shall be quoted <b>Delivered-Duty-Paid (DDP)</b> to be delivered at: <b>Network Enterprise Technology Battalion, Army Signal Regiment, Philippine Army, Fort Andres Bonifacio Metro Manila, Philippines.</b>
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  a. The amount of not less than <b>Two Hundred Ten Thousand Eight Hundred Ten Pesos (PhP210,810.00)</b> which is equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; <b>or</b>  b. The amount of not less than <b>Five Hundred Twenty-Seven Thousand Twenty-Five Pesos (PhP527,025.00)</b> which is equivalent to five percent (5%) of ABC, if bid security is in Surety Bond.  Note: <ul style="list-style-type: none"> <li>• The bid security shall be payable to the Procuring Entity, however, if it is in the form of a manager's check, it shall be payable to the</li> </ul>



	Collecting Officer, Finance Center, PA.														
15	<p>Each Bidder shall submit one (1) original and two (2) photocopies of the first and second components of its bid with proper tabbing.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>The Bid shall be signed on every page and/or initialed by the duly authorized representative/s of the bidder to include all photocopies. Any document that was not signed and/or initialed by the authorized representative/s of the bidder shall be a ground for disqualification.</li> </ul>														
18	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.														
19.3	<p>The Project shall be awarded as <b>one contract</b>.</p> <table border="1"> <thead> <tr> <th>Lot</th> <th>Description</th> <th>Qty</th> <th>ABC (Pesos)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td><b>Web Application Firewall</b></td> <td>-</td> <td><b>10,540,500.00</b></td> </tr> <tr> <td colspan="3" style="text-align: right;"><b>TOTAL</b></td> <td><b>10,540,500.00</b></td> </tr> </tbody> </table>			Lot	Description	Qty	ABC (Pesos)	1	<b>Web Application Firewall</b>	-	<b>10,540,500.00</b>	<b>TOTAL</b>			<b>10,540,500.00</b>
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20.2	<p><b>Post-Qualification Requirements:</b></p> <table border="1"> <thead> <tr> <th>TAB</th> <th>Additional Post Qualification Requirements</th> <th>Legal Basis</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>PhilGEPS Certificate of Registration (Platinum Membership) if not submitted during bid opening</td> <td>2016 Revised IRR of RA No 9184</td> </tr> <tr> <td>B</td> <td>                     Attachments of PhilGEPS (Platinum) Registration                     <ul style="list-style-type: none"> <li>Registration Certificate from Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document</li> <li>Current and valid Mayor's Permit or Business Permit</li> <li>Tax Clearance Certificate per Executive Order 398, Series of 2005</li> <li>Latest Audited Financial Statement</li> </ul> </td> <td>2016 Revised IRR of RA No 9184</td> </tr> <tr> <td>C</td> <td>Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</td> <td>2016 Revised IRR of RA No 9184</td> </tr> </tbody> </table>			TAB	Additional Post Qualification Requirements	Legal Basis	A	PhilGEPS Certificate of Registration (Platinum Membership) if not submitted during bid opening	2016 Revised IRR of RA No 9184	B	Attachments of PhilGEPS (Platinum) Registration <ul style="list-style-type: none"> <li>Registration Certificate from Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document</li> <li>Current and valid Mayor's Permit or Business Permit</li> <li>Tax Clearance Certificate per Executive Order 398, Series of 2005</li> <li>Latest Audited Financial Statement</li> </ul>	2016 Revised IRR of RA No 9184	C	Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)	2016 Revised IRR of RA No 9184
TAB	Additional Post Qualification Requirements	Legal Basis													
A	PhilGEPS Certificate of Registration (Platinum Membership) if not submitted during bid opening	2016 Revised IRR of RA No 9184													
B	Attachments of PhilGEPS (Platinum) Registration <ul style="list-style-type: none"> <li>Registration Certificate from Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document</li> <li>Current and valid Mayor's Permit or Business Permit</li> <li>Tax Clearance Certificate per Executive Order 398, Series of 2005</li> <li>Latest Audited Financial Statement</li> </ul>	2016 Revised IRR of RA No 9184													
C	Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)	2016 Revised IRR of RA No 9184													



	D	Supporting documents for the Ongoing Government/Private Contracts and the Single Largest Completed Contract:  1. Notice of Award, Notice to Proceed, Contract, Purchase Order or its equivalent issued by the end-user; <b>and</b> 2. Certificate of Completion and/or Technical Inspection and Acceptance Committee (TIAC) Report, Sales Invoices with Official Receipts, End-User's Acceptance or its equivalent provided that the same expressly states that the Goods were received in good condition.	2016 Revised IRR of RA No 9184
	E	Certificate of Notarial Commission of the lawyer who notarized the documents submitted by the bidder	2016 Revised IRR of RA No 9184
	F	Company Profile	2016 Revised IRR of RA No 9184
<p>Note:</p> <ul style="list-style-type: none"> <li>Failure to submit the following requirements on time or a finding against the veracity of such shall be ground for the forfeiture of the bid security and disqualify the bidder for award.</li> </ul>			
21.1	<p>In addition to the documents provided under Section 37.2 of the 2016 Revised IRR of RA No 9184, the following additional documents shall be submitted:</p> <p>a. Inception Report with work plan</p>		

## Section IV. General Conditions of Contract

### 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

### 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

### 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity

shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

# Section V. Special Conditions of the Contract

<b>GCC Clause</b>	
	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><b><i>For Goods Supplied from Abroad:</i></b>                      The delivery terms applicable to the Contract are “<b>Delivered-Duty-Paid</b>” (DDP) <b>Network Enterprise Technology Battalion, Army Signal Regiment, Philippine Army, Fort Andres Bonifacio Metro Manila, Philippines</b> in accordance with INCOTERMS.</p> <p><b><i>For Goods Supplied from Within the Philippines:</i></b>                      “The delivery terms applicable to this Contract are delivered <b>Network Enterprise Technology Battalion, Army Signal Regiment, Philippine Army, Fort Andres Bonifacio Metro Manila, Philippines</b>”. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in <b>Section VI. Schedule of Requirements</b>.</p> <p>The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><b><i>For Goods supplied from within the Philippines:</i></b>                      Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> <li>- Original and four copies delivery receipt/note, railway receipt, or truck receipt;</li> <li>- Original Supplier’s factory inspection report;</li> <li>- Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate;</li> <li>- Original and four copies of the certificate of origin (for imported Goods);</li> <li>- Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; and</li> <li>- Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site.</li> </ul>

***For Goods supplied from abroad:***

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- Original and four copies of the negotiable, clean shipped on-board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading;
- Original Supplier's factory inspection report;
- Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- Original and four copies of the certificate of origin (for imported Goods);
- Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site; and
- Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site.

**For purposes of this Clause the Procuring Entity's Representative at the Project Site is: PA TIAC, APAO, OAFM.**

**Incidental Services –**

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- Inception Report
- Subscription Certificate/Certificate of Acceptance
- Installation and Commissioning of Web Application Firewall
- furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and,
- training and certificate of completion of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the

Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Packaging – (Annex 4-C)**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity  
Name of the Supplier  
Contract Description  
Final Destination  
Gross weight  
Any special lifting instructions  
Any special handling instructions  
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

The packaging, marking, and documentation shall be in accordance with the manufacturer's standard.

**Insurance –**

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

**Transportation –**

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available, but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with <b>GCC</b> Clause 22.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
<p>2.2</p>	<p>Payment shall be made by <b>Check for local Supplier, or through irrevocable Letter of Credit (LC) in case of foreign supplier/manufacturer.</b></p> <p>In case payment shall be made by LC, the Procuring Entity shall open the irrevocable LC in favor of the Supplier in accordance with the terms provided below in an Authorized Government Depository Bank after the approval of the Contract by the HOPE and cash transfer from the PA to the Authorized Government Depository Bank, to wit:</p> <p>a. Mode of Transmission: Full cable telex/S.W.I.F.T;</p>



	<p>b. Advising and/or Confirmation: LC may be advised and/or confirmed by any bank to be identified by the Supplier, at the latter's sole expense;</p> <p>c. Payee Bank: The LC draft (if any) shall be drawn on the confirming bank;</p> <p>d. Beneficiary: <b>[Insert name and address of Supplier with Point of Contact];</b></p> <p>e. Currency and Amount of LC: LC shall be in Philippine Peso, in an amount equivalent to the Total Contract Price. The 95% of the amount of LC shall be released upon completion of all the required documents enumerated in SCC Clause 2.2(f) of the Bidding Documents and the 5% shall be released upon expiration of the warranty period provided in SCC Clause 5.1 in the Bidding Documents;</p> <p>f. The terms of payment shall be as follows: <b>“One Time Payment”</b> to the Supplier at the time of the final acceptance of the Goods by the Procuring Entity made in accordance with Section VI. Schedule of Requirements, and the submission or presentation of the following documents:</p> <ol style="list-style-type: none"> <li>i. Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>ii. Negotiable, clean shipped on-board Bill of Lading marked "Freight Pre-Paid" and/or "Non-Negotiable Bill of Lading" or "Airway Bill";</li> <li>iii. Original Supplier's factory inspection report or certificate of pre-delivery test and inspection report by PA TIAC (as applicable);</li> <li>iv. Manufacturer's and/or Supplier's warranty certificate;</li> <li>v. Certificate of Origin (for imported GOODS);</li> <li>vi. Delivery Receipt detailing number and description of items received signed by the Procuring Entity's representative at the Delivery Site;</li> <li>vii. Certificate of Acceptance by the PA Technical Inspection and Acceptance Committee (PA TIAC).</li> </ol> <p>Note:</p> <ul style="list-style-type: none"> <li>• Payments shall be made only upon a certification by the <b>HoPE</b> to the effect that the Goods have been <b>rendered</b> or <b>delivered</b> in accordance with the prescribed delivery schedule of this Contract and have been duly <b>inspected</b> and <b>accepted</b>.</li> </ul>
<p>4</p>	<p>The inspections and tests that will be conducted are:</p> <p><b>A. POST-QUALIFICATION</b> involving documents validation, testing</p>



	<p>and/or manufacturer’s plant visit and inspection shall be conducted by the Procuring Entity or its designated representatives (PQ Team) in order to determine the compliance to the requirements of the end-user as required in the bidding documents. Expenses incurred related hereto particularly travel and board and lodging expenses shall be borne by the Procuring Entity.</p> <p>Considering the travel restrictions brought by COVID-19 outbreak, the alternative PQI may be conducted through “table post qualification” and/or by VTC or other electronic means; and the adoption of previous PQ Reports with independent referencing even beyond six (6) months validity period.</p> <p>Conduct of Post Qualification abroad is subject to the issued guidelines regarding Foreign Travel of Public Official/Officers during State of Calamity or Implementation of Community Quarantine or Similar Restrictions. Considering restrictions for foreign travel during the quarantine period, the Procuring Entity or PQ Team may conduct “table post qualification” within the office, or utilize the Office of the Philippine Defense and Armed Forces Attaché (OPhilDAFA) of the country where the foreign bidder/proponent is based to conduct post qualification.</p> <p><b>B. FINAL INSPECTION AND ACCEPTANCE</b> will be at the Delivery Site. Completeness and appropriateness of the delivered goods, visual inspection and/or random sampling based on the required test criteria and list of required samples shall be conducted by the Procuring Entity’s representative (PATIAC) at the delivery site at the soonest time possible. Expenses incurred related hereto particularly travel and board and lodging expenses shall be borne by the Procuring Entity. After completion of the inspection, the inspection team shall furnish the following reports:</p> <ol style="list-style-type: none"> <li>1. Final Inspection and Acceptance Report by the TIAC;</li> <li>2. OAFM Inspection Report;</li> <li>3. SAO/APAO Acceptance Report;</li> </ol>
<p>5.1</p>	<p>The warranty shall be covered by, either retention money or a special bank guarantee, equivalent to <b>five percent (5%)</b> of the Contract Price, in favor of the Philippine Army.</p> <p>The warranty period shall be three (3) years after acceptance by the Procuring Entity of the Delivered Goods.</p> <p>The Obligation for the warranty shall only be released after the lapse of the warranty period.</p>
<p>5.2</p>	<p>The period for troubleshooting, repair or replacement for the defective program or application thereof shall be within <b>Thirty (30) Calendar Days</b> upon receipt of the Notice of Defects.</p>

	<p>The Procuring Entity through the TIAC may invoke for warranty claims for the Goods or any part thereof that fail to conform to the specifications within the warranty period. The Supplier shall either rectify or replace such defective Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall inspect the rectified/replaced goods, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.2.</p>
6	<p>Once the contract duration expires, including any time extension duly granted, and the contractor refuses or fails to satisfactorily complete the work, the Procuring Entity shall impose upon the contractor in default liquidated damages. Liquidated damage is an amount equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.</p>

## Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

<b><u>L/I</u></b>	<b><u>Description</u></b>	<b><u>Requirements</u></b>	<b><u>Timeline</u></b>
1	Inception Report	<ul style="list-style-type: none"> <li>• Approved Inception report with work plan</li> </ul>	45 days from the receipt of NTP
	Implementation of Subscription	<ul style="list-style-type: none"> <li>• Delivery of Subscription Certificate/ Certificate of Acceptance</li> </ul>	
		<ul style="list-style-type: none"> <li>• Installation and Commissioning of Web Application</li> </ul>	
Project Sign-off	<ul style="list-style-type: none"> <li>• Certificate of Acceptance for the Knowledge Transfer</li> <li>• Project Documentation</li> </ul>		

# Section VII. Technical Specifications

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**I. Technical Specifications**

**STATEMENT OF COMPLIANCE  
TO TECHNICAL SPECIFICATIONS**

Bidders must state in the Statement of Compliance either "Comply" or "Not Comply" against each of the individual parameters of each billing stating the corresponding performance parameter of the parts to be delivered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification of the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1 (a) (ii) and/or GCC Clause 2.1 (a) (ii).

**CLARIFICATION AND SETTLEMENT OF CONFLICTING  
INTERPRETATION OF THE TECHNICAL SPECIFICATIONS**

All clarifications regarding the technical specifications stipulated in this section will be clarified by the members of the Technical Working Group. In cases of conflicting interpretations, the nature and purpose of the equipment will be the basis of interpretation. The main basis for technical specifications and requirements is the nature and purpose of the equipment and its intended use as determined by the doctrinal application of the end-users represented herein by the Technical Working Group.

Qty	Unit	Description	Minimum Specifications		Comply/ Not Comply
1	Lot	Web Application Firewall	Application Firewall	The system must be able to be fully customized with security controls while provider managed rules (automated attack groups) eliminate the need to configure and update rules entirely. Application Firewall-managed rules must also have an advanced detection logic that dynamically adjusts on the basis of the characteristics of incoming requests. With two management options, enterprises can protect 50%	

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			more applications and Application Programming Interface (API) with 50% less effort.	
			Denial-of-Service (DoS) Protection The system must be able to protect against excessive request rates and Denial-of-Service (DoS) attacks by monitoring and controlling the rate of requests. Violators must be automatically be blocked to protect site origins.	
			Advanced Web Security Analytics The system must be able to access detailed attack telemetry and analysis of security events to evaluate what changes are needed to improve security protections and optimize configurations that are tailored to the organization's needs.	
			Network Internet Protocol/Geographic (IP/Geo) Edge Firewall The system must have Internet Protocol/Geographic (IP/Geo) controls that block or allow traffic coming from a specific IP, subnet, or geographic area. This allows to block malicious requests from specific IP addresses or traffic from The Onion Router (TOR), which hackers use to hide their identity.	
			Open Application Programming Interface (API) and Command Line Interface (CLI) The system must have security configurations that are fully accessible, editable, and auditable via open Application Programming Interface (API) and Command Line Interface (CLI), giving the freedom to integrate and customize on given terms.	
			Custom Rules The system must be able to offer a custom rule builder to quickly and easily generate custom rules that can be used to handle unique scenarios not covered by standard rules or to quickly	



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				patch new website vulnerabilities.	
			Response Actions	The system must be able to create and serve a wide range of response actions, including fully custom responses. It can send custom error messages, brand pages with a logo, or define and serve Hypertext Markup Language (HTML), eXtensible Markup Language (XML), or Javascript Object Notation (JSON)-based responses, depending on the needs.	
			Evaluation Mode	<p>The system must be able to easily evaluate new or updated Web Application Firewall (WAF) rules on live traffic, alongside active protections, to seamlessly upgrade to the latest protections.</p> <p>While WAF rules are continuously and transparently updated by the provider, the user is in complete control of evaluation and activation.</p>	
			Performance and Delivery	The system must be able to seamlessly scale to match traffic demands as they vary over time, distribute Central Processing Unit (CPU) and memory resources as required, deliver cached content from the edge, and provide continuous protection without interruption for the highest level of performance and delivery	6
			Hypertext Transfer Protocol Secure (HTTPS) - included	Includes a Transport Layer Security (TLS) or Secure Sockets Layer (SSL) certificate to deliver secure content, help prevent data theft, and provide HTTPS	



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**II. Test and Acceptance Procedure**

a. **AUTHORITY:** The Acceptance Test Procedure (ATP) is being conducted in line with the provisions of the bidding documents.

b. **OBJECTIVE:** The objective of this ATP is to determine the completeness and functionality of the Web Application Firewall with HTTPS being delivered and its compliance to the standards enumerated in the bidding documents.

c. **SCOPE:** This procedure will be conducted on the Web Application Firewall with HTTPS.

d. **METHODOLOGY:** Visual inspections and Functional Tests of delivered Web Application Firewall with HTTPS.

e. **POLICIES AND PROCEDURES:** Test Parameters and Procedures for the procurement of Web Application Firewall with HTTPS.

i. The tests shall check the completeness and functionality of delivered Web Application Firewall with HTTPS.

ii. The rating system that will be involved in the Acceptance Test will be passed or failed only.

iii. The acceptance test shall be composed of visual inspection and functional tests on the Web Application Firewall with HTTPS.

**1. General**

1.1. **Scope:** The "Test Parameters and Procedures" is applicable for both Post-Qualification and Product Delivery Acceptance of the procurement of Web Application Firewall with HTTPS.

1.2. **Reference:** Technical Specification of Web Application Firewall with HTTPS.

1.3. **Objective:** To determine the completeness, license validity, operational capabilities, and functionality of the Web Application Firewall with HTTPS.

**2. Test Parameters and Procedures**

**Procedures:**  
2.1.1. **Visual Inspection Parameters and**

2.1.2. **Overall Workmanship:**

2.1.2.1.1. **Equipment Needed:** None



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2.1.2.1.2. Purpose: To determine the completeness of documentation of the Web Application Firewall with HTTPS.

2.1.2.1.3. Procedure: Check completeness of documents.

Item Nr	Visual Inspections Checklist	Pass	Fail
1	Users' Manual		
2	Warranty / Subscription Certificate		

**2.2. Functional Testing Parameters and Procedures:**

**2.2.1. Functionality:**

2.2.1.1. Purpose: To determine if the system specifications and functionality of the Web Application Firewall with HTTPS.

2.2.1.2. Equipment Needed: Laptop or desktop computer

2.2.1.3. Procedures:

Application Firewall with HTTPS.

information.  
test/operations.

defined configurations based on the system functionality should be accepted as entered.

test checklist must all be enabled.

2.2.1.3.1. Access the Web

2.2.1.3.2. Check the system general

2.2.1.3.3. Perform system

2.2.1.3.4. Standard: All user-

2.2.1.3.5. Features in the functional

Item Nr	Functional Test Checklist	Pass	Fail
1	Application Firewall		
2	Denial-of-Service (DoS) Protection		
3	Advance Web Security Analytics		
4	Network Internet Protocol/Geographic (IP/Geo) Edge Firewall		
5	Open Application Programming Interface (API) and Command Line Interface (CLI)		
6	Custom Rules		
7	Response Actions		
8	Evaluation Mode		
9	Performance and Delivery		
10	Hypertext Transfer Protocol Secure(HTTPS)-included		



iv. In case one requirement is missing during the visual inspection, the Philippine Army Technical Inspection and Acceptance Committee (PA TIAC) shall decline acceptance of the equipment being delivered and thereafter shall inform the BAC in writing of the non-acceptance including the specific reasons for the same.

v. In case of failure of any item during functional tests, the supplier shall be given fifteen (15) calendar days for the correction of defects/replacement of defective software. This however does not relieve the supplier of the required period of completion of the project as contained in the schedule of requirements.

vi. The warranty period shall only take effect upon final acceptance by PA TIAC.

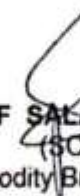
vii. Failure to comply on this procedure shall entitle the PROCURING ENTITY to reject the whole quantity during the Final Acceptance by PA TIAC.

f. **RESPONSIBILITIES:** The PA TIAC shall be responsible for the conduct of the Final Acceptance Test and Evaluation.

Prepared By:

  
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Commodity Manager

Approved By:

  
**CIRILITO E SOBEJANA**  
Lieutenant General PA  
Commanding General, PA

## Section VIII. Checklist of Technical and Financial Documents

TAB	I. TECHNICAL COMPONENT ENVELOPE
<b>Class "A" Documents</b>	
<b>Legal Documents:</b>	
<b>A</b>	<p>Valid <b>PhilGEPS Registration Certificate (Platinum Membership)</b>; <u>or</u> the following Class "A" documents:</p> <p>(a) <b>Registration Certificate</b> from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;</p> <p>(b) <b>Mayor's or Business Permit</b> issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;</p> <p>(c) <b>Tax Clearance</b> per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); <b>and</b></p> <p>(d) Supplier's <b>Audited Financial Statements</b>, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.</p>
<b>Technical Documents:</b>	
<b>B</b>	<p>Duly signed Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (<b>Annex 1</b>);</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• The bidder may make a reservation under oath in a notarized document not to disclose the name of its client on the ground of an existing confidentiality agreement but must disclose the amount, status, and name of the project for purposes of validating the NFCC, subject to the full disclosure during post-qualification. In this connection, the bidder may keep the name of the client from the statement of ongoing contracts.</li> </ul>
<b>C</b>	<p>Statement of the bidder's Single Largest Completed Contract (SLCC) of similar nature within the last five (5) years from the date of the Receipt and Opening of Bid Envelope equivalent to at least twenty-five percent (25%) of the ABC of the project to be bid. (<b>Annex 2</b>)</p> <p>*For this project, "similar contract or project" shall pertain to the "Installation and Commissioning of Web Application Firewall"</p>
<b>Financial Documents:</b>	
<b>D</b>	The prospective bidder's computation of <b>Net Financial Contracting</b>

	<p><b>Capacity (NFCC) (Annex 3-A); <u>or</u></b></p> <p>a <b>Committed Line of Credit</b> from a Universal or Commercial Bank in lieu of its NFCC computation (<b>Annex 3-B</b>).</p> <p>* Should the bidder opt to submit NFCC, computation must be at least equal to the ABC to be bid, calculated as follows.          NFCC = [(Current assets minus current liabilities) (15)] minus the value of all ongoing contracts, including awarded contracts yet to be started.</p> <p>* The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Annual Income Tax Return and Audited Financial Statements filed thru eFPS.</p> <p>* For foreign bidders, the value of the current assets and current liabilities shall be based on their latest Audited Financial Statements (AFS) prepared in accordance with international reporting standards. The NFCC computation shall be expressed in Philippine Peso based on the prevailing exchange rate as published in the BSP reference rate bulletin on the date of preparation of the AFS.</p> <p>* If the prospective bidder opts to submit a Committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the project issued by local universal or commercial bank. <b>The amount of Committed Line of Credit must be Machine Validated.</b></p>
<p><b>Class “B” Documents</b></p>	
<p><b>E</b></p>	<p>Duly signed <b>Joint Venture Agreement (JVA)</b> in case the joint venture is already in existence; <u>or</u></p> <p>In the absence of a JVA, duly <b>Notarized Statement/s from all the potential joint venture partners</b> stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security; <u>or</u></p> <p>In case JVA is not applicable, the bidder must submit a duly signed <b>Statement stating that JVA is not applicable</b> in lieu of the foregoing (<b>Annex 4</b>).</p> <p>*Note:          The JVA should be specific to the project including the purpose and all supporting documents related thereto.</p>
<p><b>F</b></p>	<p><b>Bid security</b> in the prescribed form, amount and validity period; <u>or</u> a <b>Notarized Bid Securing Declaration (Annex 5)</b>.</p>
<p><b>G</b></p>	<p>1. Conformity with the <b>Schedule of Requirements. (Annex 6-A)</b></p> <p>2. <b>Duly signed Conformance/Statement of Compliance</b> to Technical Bid Form (<b>Annex 6-B</b>); Technical Specifications (TS) and other Test and Acceptance Procedure (TAP) <b>Annex 6-C</b>.</p>
<p><b>H</b></p>	<p><b>Certificate from Armed Forces of the Philippines Procurement Service (AFPPS)</b> that the Bidder is <b>not Blacklisted</b>; <u>or</u></p>

	<p>In the absence of the said Certificate, the Bidder shall submit a <b>proof of application</b> of the same stamped received by AFPPS.</p> <p>*Note:</p> <ul style="list-style-type: none"> <li>In case of Joint Venture, each JV partner shall submit the Certificate.</li> </ul>
<b>I</b>	Notarized Omnibus Sworn Statement (OSS) ( <b>Annex 7</b> )
<b>J</b>	Duly notarized Secretary's Certificate; <b>or</b> Board Resolution; <b>or</b> Special Power of Attorney of the authorized Representative of the Bidder.
<b>K</b>	Warranty Undertaking ( <b>Annex 8</b> )
<b>L</b>	Certificate of Replacement for Defective Items ( <b>Annex 9</b> ).
<b>M</b>	<p><b>Current and valid ISO (9001:2015) or AQAP Certificate</b> in the name of the manufacturer of the goods issued by an independent certifying agency.</p> <p>The validity or scope of the ISO or other certificate must cover the production, design, manufacturing, and inspection of the items subject of the bidding.</p>
<b>N</b>	Colored Manufacturer's Brochure or Literature of the product being offered. Internet downloads may be included to supplement the information contained in the original brochures
<b>O</b>	Supplier's certification that the goods to be delivered have been manufactured not more than <b>one (1) year</b> from the date of delivery.

<b>II. FINANCIAL COMPONENT ENVELOPE</b>	
<b>A</b>	Duly signed and accomplished Financial Bid Form ( <b>Annex 10</b> )
<b>B</b>	Duly signed and accomplished Price Schedule(s) ( <b>Annex 11</b> ).

## ***Bidding Forms***

<b>Bidding Forms</b>	<b>Annex Nr</b>
Statement of All On-going Government and Private Contracts including Contracts Awarded but not yet started, if any.	<b>Annex 1</b>
Statement of Single Largest Similar Completed Contract within the last five (5) years from date of submission and receipt of bids equivalent to at least twenty-five (25%) of the ABC	<b>Annex 2</b>
Certificate of Net Financial Contracting Capacity (NFCC)	<b>Annex 3-A</b>
Sample Form for Committed Line of Credit	<b>Annex 3-B</b>
Statement that JVA is not applicable	<b>Annex 4</b>
Bid Securing Declaration	<b>Annex 5</b>
Conformity with the Schedule of Requirements	<b>Annex 6-A</b>
Duly signed statement of compliance to: <ul style="list-style-type: none"> <li>• Technical Bid Form;</li> <li>• Technical Specifications (TS);and Test and Acceptance Procedure (TAP)</li> </ul>	<b>Annex 6-B</b> <b>Annex 6-C</b>
Omnibus Sworn Statement	<b>Annex 7</b>
Warranty Undertaking	<b>Annex 8</b>
Certificate of Replacement for Defective Items	<b>Annex 9</b>
Financial Bid Form	<b>Annex 10</b>
Bid Prices and applicable Price Schedules	<b>Annex 11</b>



**Annex 1**

**Bidder's Company Letterhead**

**INSTALLATION AND COMMISSIONING OF WEB APPLICATION FIREWALL  
FOR THE PHILIPPINE ARMY  
BID REF NO. SIG PABAC 009-21**

**Approved Budget Contract: Php10,540,500.00**

**STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS  
(INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED)**

1. All On-going Government Contracts

Name of Contract	Date of Contract	Kinds of Goods	Value of Contract	Status of Contract	Date of Delivery	Purchase Order, Notice to Proceed or Contract
<b>TOTAL</b>						

Total Value of Contract: \_\_\_\_\_

2. All On-going Private Contracts

Name of Contract	Date of Contract	Kinds of Goods	Value of Contract	Status of Contract	Date of Delivery	Purchase Order, Notice to Proceed or Contract
<b>TOTAL</b>						

Total Value of Contract: \_\_\_\_\_

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**Annex 2**

**Bidder's Company Letterhead**

**INSTALLATION AND COMMISSIONING OF WEB APPLICATION FIREWALL  
FOR THE PHILIPPINE ARMY  
BID REF NO. SIG PABAC 009-21**

**Approved Budget Contract: Php10,540,500.00**

**Statement of Single Largest Similar Completed Contract  
within the last five (5) years from date of submission and receipt of bids equivalent to at  
least twenty-five (25%) of the ABC**

Name of Contract	Date of Contract	Kinds of Goods	Value of Contract	Date of Delivery	End-User's Acceptance or Official Receipts

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date



## Annex 3-A

**INSTALLATION AND COMMISSIONING OF WEB APPLICATION FIREWALL  
FOR THE PHILIPPINE ARMY  
BID REF NO. SIG PABAC 009-21  
Approved Budget Contract: Php10,540,500.00**

**CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY**  
*(Please show figures at how you arrived at the NFCC)*

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** \_\_\_\_\_ ( P \_\_\_\_\_ ) which is at least equal to the total ceiling price we are bidding.

The amount is computed as follows: **NFCC = (CA-CL) (K)-C**

Where:

CA = Current Assets

CL = Current Liabilities

K = 15

C = value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CERTIFIED CORRECT:

\_\_\_\_\_  
*Name & Signature of Authorized Representative*

\_\_\_\_\_  
*Position*

\_\_\_\_\_  
*Date*

**Annex 3-B**

(Name of Bank)  
**COMMITTED LINE OF CREDIT**

Date: \_\_\_\_\_

**PHILIPPINE ARMY  
OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE  
Fort Andres Bonifacio, Metro Manila**

PROJECT : \_\_\_\_\_  
COMPANY/FIRM : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
BANK/FINANCING INSTITUTION : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
AMOUNT : \_\_\_\_\_

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The committed line of credit must be available on the date of submission of opening of bid.

This certification is being issued in favor of said (Supplier/Distributor/Manufacturer) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

The committed line of credit cannot be terminated or cancelled without the prior written approval of the OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE.

\_\_\_\_\_  
Name and Signature of Authorized Financing Institution Office

\_\_\_\_\_  
Official Designation

Concurred By:

\_\_\_\_\_  
Name & Signature of (Supplier/Distributor/Manufacturer's) Authorized Representative

\_\_\_\_\_  
Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines. Affiant exhibited to me his/her competent Evidence of

identity as defined by the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), issued on \_\_\_\_\_ at \_\_\_\_\_.

NOTARY PUBLIC

Doc No: \_\_\_\_\_  
Page No: \_\_\_\_\_  
Book No: \_\_\_\_\_  
Series of: \_\_\_\_\_

**Annex 4**

(Company Letterhead)

**INSTALLATION AND COMMISSIONING OF WEB APPLICATION FIREWALL  
FOR THE PHILIPPINE ARMY**

**BID REF NO. SIG PABAC 009-21**

**Approved Budget Contract: Php10,540,500.00**

This is to certify that \_\_\_\_\_ (name of bidder) \_\_\_\_\_ will be participating **without a joint venture partner** in the procurement of \_\_\_\_\_ (name of project) \_\_\_\_\_.

Further, the undersigned acknowledges that **Joint Venture Agreement is Not Applicable** for the above mentioned project.

CERTIFIED CORRECT:

\_\_\_\_\_  
*Name & Signature of Authorized Representative*

\_\_\_\_\_  
*Position*

\_\_\_\_\_  
*Date*

**Annex 5**

Name of Project: \_\_\_\_\_  
Public Bidding Nr: \_\_\_\_\_  
ABC: \_\_\_\_\_

**BID-SECURING DECLARATION**

REPUBLIC OF THE PHILIPPINES)  
CITY OF .....

**BID-SECURING DECLARATION**

Invitation to Bid/Request for Expression of Interest No. 1: (Insert reference number)

To: (Insert name and address of the Procuring Entity)

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/We will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and (b) I/We will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declarations, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1 and 69.1, except 69.1 (f) of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:

a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/We failed to timely file a request for consideration or (ii) I/We filed a waiver to avail of said right;

c) I am/were declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bids, and I/We have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We hereunto set my/our hand/s this \_\_\_\_\_ day of (Month) (Year) at (Place of Execution).

**NAME OF BIDDERS AUTHORIZED REPRESENTATIVE**

(Insert signatory's legal capacity)

**AFFIANT**

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_day of \_\_\_\_\_at \_\_\_\_\_, Philippines. Affiant exhibited to me his/her competent Evidence of identity as defined by the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), issued on \_\_\_\_\_ at \_\_\_\_\_.

NOTARY PUBLIC

Doc No: \_\_\_\_\_  
Page No: \_\_\_\_\_  
Book No: \_\_\_\_\_  
Series of: \_\_\_\_\_

**SCHEDULE OF REQUIREMENTS**

**INSTALLATION AND COMMISSIONING OF WEB APPLICATION FIREWALL  
FOR THE PHILIPPINE ARMY**

**BID REF NO. SIG PABAC 009-21**

**Approved Budget Contract: Php10,540,500.00**

TO THE BIDDER: Indicate “COMPLY” if proposal meets the technical specifications and project requirements. **DO NOT LEAVE ANY BLANK. A “YES OR NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.**

Description	Qty/ Unit	Full Delivery within;	Delivery Place	Bidders Proposal
Web Application Firewall	1 lot	45 days from the receipt of NTP	Network Enterprise Technology Battalion, ASR, PA, FBMM	



**Annex 6-B****STATEMENT OF COMPLIANCE  
TO TECHNICAL BID FORM, TECHNICAL SPECIFICATIONS, and TEST AND  
ACCEPTANCE PROCEDURE**

The bidder must state in the last column opposite each parameter and required specifications either "Comply" or "Not Comply". All pages shall be properly signed. Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-reference to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause above goods manufactured by us.

**CLARIFICATION AND SETTLEMENT OF CONFLICTING  
INTERPRETATION OF THE TECHNICAL SPECIFICATIONS**

All clarifications regarding the technical specifications stipulated in this section will be clarified by the members of the Technical Working Group. In cases of conflicting interpretations, the nature and purpose of the equipment will be the basis of interpretation. The main basis for technical specifications and requirements is the nature and purpose of the equipment and its intended use as determined by the doctrinal application of the end-users represented herein by the Technical Working Group.

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Name of Company (in print)

---

Signature of Company Authorized Representative

---

Name and Designation

---

Date

**TECHNICAL BID FORM**

**INSTALLATION AND COMMISSIONING OF WEB APPLICATION FIREWALL  
FOR THE PHILIPPINE ARMY**

**BID REF NO. SIG PABAC 009-21**

**Approved Budget Contract: Php10,540,500.00**

**TO THE BIDDER:** Indicate “COMPLY” if Bidder’s Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other Project Requirements. DO NOT LEAVE ANY BLANK. A “YES” OR “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

Line No.	Technical Specifications				Bidder’s Statement of Compliance
1	Lot	Description	Technical Specifications	Test and Acceptance Procedure	
	1	Web Application Firewall	PA SPECS NR FAM	PA TAP NR FAM	
2	Manufacturing Date: Manufacturing date should be not more than one (1) year from the date of delivery				
3	We have no overdue deliveries or unperformed services intended for Philippine Army (PA).				
<p style="text-align: center;"><b>BIDDER’S UNDERTAKING</b></p> <p>I/WE, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above described items.</p> <p>I/WE undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting if the required performance security within ten (10) calendar days from receipt of the Notice of Award. Until a formal contract is prepared and signed, thus bid is binding on us.</p>					

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Name and Designation

\_\_\_\_\_  
Date

**TECHNICAL BID FORM**

**INSTALLATION AND COMMISSIONING OF WEB APPLICATION FIREWALL  
FOR THE PHILIPPINE ARMY**

**BID REF NO. SIG PABAC 009-21**

**Approved Budget Contract: Php10,540,500.00**

**TO THE BIDDER:** Indicate “COMPLY” if Bidder’s Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other Project Requirements. DO NOT LEAVE ANY BLANK. A “YES” OR “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

<b>Line No.</b>	<b>Additional Requirements to be provided by the Bidder, If awarded the contract</b>	<b>Bidder’s Statement of Compliance</b>
5	<p><b>DELIVERY:</b></p> <p><b>a. Delivery Period: 45 calendar days</b> after Receipt of Notice to Proceed by the supplier, which date shall not be later than seven (7) calendar days from the issuance of NTP: should the supplier fail to comply, the delivery period shall commence.</p> <p><b>b. Delivery Place: Network Enterprise Technology Battalion, Army Signal Regiment, Philippine Army, Fort Andres Bonifacio Metro Manila, Philippines</b></p> <p><b>c. Delivery must be done in the presence of Philippine Army authorized representatives.</b></p>	
<p style="text-align: center;"><b>BIDDER’S UNDERTAKING</b></p> <p>I/WE, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above described items.</p> <p>I/WE undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting if the required performance security within ten (10) calendar days from receipt of the Notice of Award.</p> <p>Until a formal contract is prepared and signed, thus bid is binding on us.</p>		

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Name and Designation

\_\_\_\_\_  
Date

**TECHNICAL BID FORM**

**INSTALLATION AND COMMISSIONING OF WEB APPLICATION FIREWALL  
FOR THE PHILIPPINE ARMY**

**BID REF NO. SIG PABAC 009-21**

**Approved Budget Contract: Php10,540,500.00**

**TO THE BIDDER: Indicate “COMPLY” if Bidder’s Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other Project Requirements. DO NOT LEAVE ANY BLANK. A “YES” OR “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.**

<b>Line No.</b>	<b>Additional Requirements to be provided by the Bidder, If awarded the contract</b>	<b>Bidder’s Statement of Compliance</b>
6	<p><i>Continuation:</i> <b>DELIVERY:</b></p> <p><b>a.</b> The supplier must inform the PAPC at least seven (7) calendar days prior to delivery in delivery place/site. Failure to give due notice shall be a ground for non-acceptance of delivery.</p> <p><b>b.</b> Deliveries made for “safekeeping” purposes ARE NOT ALLOWED</p> <p><b>c.</b> Other than the delivery schedule stated above, NO PARTIAL DELIVERIES are allowed.</p> <p><b>d.</b> During delivery, the Supplier shall be responsible in unloading the items from the container to the designated warehouse of the PA. All costs related to porter services, handling and other related expenses shall be borne by the Supplier. In the absence of material handling equipment at the site, the Supplier shall provide the necessary equipment such as but not limited to: forklifts, hand pallet truck, etc. At the expense of the Supplier.</p>	
<p style="text-align: center;"><b>BIDDER’S UNDERTAKING</b></p> <p>I/WE, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above described items. I/WE undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting if the required performance security within ten (10) calendar days from receipt of the Notice of Award. Until a formal contract is prepared and signed, thus bid is binding on us.</p>		

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Name and Designation

\_\_\_\_\_  
Date

**TECHNICAL BID FORM**

**INSTALLATION AND COMMISSIONING OF WEB APPLICATION FIREWALL  
FOR THE PHILIPPINE ARMY**

**BID REF NO. SIG PABAC 009-21**

**Approved Budget Contract: Php10,540,500.00**

**TO THE BIDDER: Indicate “COMPLY” if Bidder’s Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other Project Requirements. DO NOT LEAVE ANY BLANK. A “YES” OR “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.**

<b>Line No.</b>	<b>Additional Requirements to be provided by the Bidder, If awarded the contract</b>	<b>Bidder’s Statement of Compliance</b>
7	<b>Issuance of End-User Certificate:</b> Pursuant to D4 CMILD-001-2017 dated Jan 26, 2017 issued by the Office of the Deputy Chief of Staff for Logistics, J4, the deadline for submission of End-user Certificate (EUC) requirements shall be within seven (7) Calendar Days upon receipt of Contract/Notice to Proceed (NTP). The letter request shall include as an attachment important documents necessary for the issuance thereof, such as specific template/format required by the foreign government and not by the foreign supplier. Failure on the part of the supplier to submit said requirements within the specified period shall not be used and acknowledge as a valid excuse or justification to warrant the extension of the contract.	
8	Warranty Period: <b>Three (3) years</b> after final acceptance which includes full replacement of defective items free of charge.	
9	Replacement of defective Items Noted during Pre-Delivery Inspection: Any defects noted during Pre-Delivery Inspection shall be corrected prior to shipment of the goods.	
10	Replacement of defective Items upon delivery and Testing of Items: Any defects noted during delivery shall be corrected within Ninety (90) calendar days from receipt of Notice to Replace. In case of rejection, the ammunition shall be secured and shall remain under the custody of the PA until re-exported (if imported) at the expense of the supplier, subject to the applicable laws in the Philippines.	
<p style="text-align: center;"><b>BIDDER’S UNDERTAKING</b></p> <p>I/WE, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above described items.</p> <p>I/WE undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.</p> <p>Until a formal contract is prepared and signed, thus bid is binding on us.</p>		

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Name and Designation

\_\_\_\_\_  
Date

**INSTALLATION AND COMMISSIONING OF WEB APPLICATION FIREWALL  
FOR THE PHILIPPINE ARMY  
BID REF NO. SIG PABAC 009-21  
Approved Budget Contract: Php10,540,500.00**

**TO THE BIDDER:** Indicate “COMPLY” if Bidder’s Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other Project Requirements. DO NOT LEAVE ANY BLANK. A “YES” OR “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

Line No.	Additional Requirements to be provided by the Bidder, If awarded the contract	Bidder’s Statement of Compliance
11	<p><b>PRE-SHIPMENT/PRE-DELIVERY INSPECTION TEST:</b> All items shall be subjected to Pre-Delivery Inspection (PDI) by the Philippine Army.</p> <p><b>FOR FOREIGN MANUFACTURERS:</b></p> <p>A. All Items shall be subjected to Pre-shipment/ Pre-delivery inspection and the test (PDI) by the Philippine Army representatives. The PDI shall be conducted no later than sixty (60) calendar days prior to the expiry of the required delivery period <b>at the foreign manufacturer’s facilities</b>. No extension of delivery period shall be allowed in case of failure or refusal of supplier to comply with said PDI period.</p> <p>B. In no case shall the Supplier be relieved from responsibility relative to the delivery of the goods in the event that the PDI is delayed for any reason including issues related to travel documents (i.e. Visa, Travel authority). Appropriate penalties for the delay shall be imposed as applicable.</p> <p>C. The Inspection Team that will attend the Pre-shipment/ Pre-delivery Inspection and Tests at the country of origin at supplier’s expenses shall be composed of atleast five (5) members of the PA Inspection team.</p> <p>D. The manufacturer shall ensure that the inspection Team will be allowed to jointly participate in the conduct of the testing procedures at the option of the inspection team.</p>	
<p align="center"><b>BIDDER’S UNDERTAKING</b></p> <p>I/WE, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above described items.</p> <p>I/WE undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting if the required performance security within ten (10) calendar days from receipt of the Notice of Award.</p> <p>Until a formal contract is prepared and signed, thus bid is binding on us.</p>		

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Name and Designation

\_\_\_\_\_  
Date

**TECHNICAL BID FORM**

**INSTALLATION AND COMMISSIONING OF WEB APPLICATION FIREWALL  
FOR THE PHILIPPINE ARMY**

**BID REF NO. SIG PABAC 009-21**

**Approved Budget Contract: Php10,540,500.00**

**TO THE BIDDER: Indicate “COMPLY” if Bidder’s Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other Project Requirements. DO NOT LEAVE ANY BLANK. A “YES” OR “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.**

Line No.	Additional Requirements to be provided by the Bidder, If awarded the contract	Bidder’s Statement of Compliance
12	<p><i>Continuation:</i> <b>PRE-SHIPMENT/PRE-DELIVERY INSPECTION TEST:</b></p> <p>E. Supplier shall shoulder all the costs and expense of travel (via/IATA member airlines in case of international travel) and accommodation including Daily Subsistence Allowance (pursuant to Section 8, EO 298) and securing visas as necessary and travel insurance of all the Inspection Team Members. In this regard, supplier is required to ISSUE the required written invitations to the Inspection team through Philippine Army relative to the PDI at least seven (7) calendar days from receipt of NTP.</p> <p>F. Supplier shall conduct product/inspection and pre-departure briefing to orient the members of the Inspection team at least one (1) week prior to departure date. Supplier shall ensure that a full time/on-board interpreter is available for non-English speaking country of manufacturer/plant site. Travel documents including insurance must be submitted to the inspection team during the pre-departure briefing.</p> <p>G. Failure to provide such invitation per C above will result in delays in release of required travel orders for the inspection team which shall be the sole responsibility of the supplier and will subject the supplier to applicable sanctions including liquidated damages due to late delivery.</p> <p>Results of the Pre -Shipment Testing Procedures duly signed by Inspection Team in attendance to be submitted for payment purposes.</p>	
<p style="text-align: center;"><b>BIDDER’S UNDERTAKING</b></p> <p>I/WE, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above described items.</p> <p>I/WE undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting if the required performance security within ten (10) calendar days from receipt of the Notice of Award.</p> <p>Until a formal contract is prepared and signed, thus bid is binding on us.</p>		

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Name and Designation

\_\_\_\_\_  
Date



**TECHNICAL BID FORM**

**INSTALLATION AND COMMISSIONING OF WEB APPLICATION FIREWALL  
FOR THE PHILIPPINE ARMY  
BID REF NO. SIG PABAC 009-21**

**Approved Budget Contract: Php10,540,500.00**

**TO THE BIDDER:** Indicate “COMPLY” if Bidder’s Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other Project Requirements. DO NOT LEAVE ANY BLANK. A “YES” OR “NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

Line No.	Additional Requirements to be provided by the Bidder, If awarded the contract	Bidder’s Statement of Compliance
13	<p><i>Continuation:</i> <b>PRE-SHIPMENT/PRE-DELIVERY INSPECTION TEST:</b></p> <p>However, final acceptance as to Physical count will be conducted in the Philippines. The PDI shall be conducted in accordance with the prescribed Test and Acceptance Procedures (<b>Annex 7- C</b>). Cost of testing including the cost of sample rounds shall be for the account of supplier. The samples rounds shall be over and above the quantity to be delivered.</p> <p><b><u>FOR LOCAL MANUFACTURERS:</u></b></p> <p>H. Pre-delivery inspection of the items to be conducted at the manufacturer’s facilities, Government Arsenal, or at an authorized third-party testing center by Philippine Army Inspection Team.</p> <p>I. All expenses relative to inspection shall be for the account of the manufacturer.</p> <p>J. Acceptance Tests to be conducted as per prescribed Test and Acceptance Procedures (<b>Annex 7- C</b>). Cost of samples rounds to be used for testing shall be for the account of the manufacturer. The samples rounds shall be over and above the quantity to be delivered.</p>	
<p style="text-align: center;"><b>BIDDER’S UNDERTAKING</b></p> <p>I/WE, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above described items.</p> <p>I/WE undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting if the required performance security within ten (10) calendar days from receipt of the Notice of Award.</p> <p>Until a formal contract is prepared and signed, thus bid is binding on us.</p>		

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Name and Designation

\_\_\_\_\_  
Date

PABAC

Web Security

I. Technical Specifications

STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS

Bidders must state in the Statement of Compliance either "Comply" or "Not Comply" against each of the individual parameters of each billing stating the corresponding performance parameter of the parts to be delivered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification of the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1 (a) (ii) and/or GCC Clause 2.1 (a) (ii).

CLARIFICATION AND SETTLEMENT OF CONFLICTING INTERPRETATION OF THE TECHNICAL SPECIFICATIONS

All clarifications regarding the technical specifications stipulated in this section will be clarified by the members of the Technical Working Group. In cases of conflicting interpretations, the nature and purpose of the equipment will be the basis of interpretation. The main basis for technical specifications and requirements is the nature and purpose of the equipment and its intended use as determined by the doctrinal application of the end-users represented herein by the Technical Working Group.

Qty	Unit	Description	Minimum Specifications		Comply/ Not Comply
1	Lot	Web Application Firewall	Application Firewall	The system must be able to be fully customized with security controls while provider managed rules (automated attack groups) eliminate the need to configure and update rules entirely. Application Firewall-managed rules must also have an advanced detection logic that dynamically adjusts on the basis of the characteristics of incoming requests. With two management options, enterprises can protect 50%	

1

**Conforme:**

\_\_\_\_\_

Bidder's Company Name

\_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_

Designation

\_\_\_\_\_

Date

Annex 6-C

		PABAC	
		Web Security	
			more applications and Application Programming Interface (API) with 50% less effort.
		Denial-of-Service (DoS) Protection	The system must be able to protect against excessive request rates and Denial-of-Service (DoS) attacks by monitoring and controlling the rate of requests. Violators must be automatically be blocked to protect site origins.
		Advanced Web Security Analytics	The system must be able to access detailed attack telemetry and analysis of security events to evaluate what changes are needed to improve security protections and optimize configurations that are tailored to the organization's needs.
		Network Internet Protocol/Geographic (IP/Geo) Edge Firewall	The system must have Internet Protocol/Geographic (IP/Geo) controls that block or allow traffic coming from a specific IP, subnet, or geographic area. This allows to block malicious requests from specific IP addresses or traffic from The Onion Router (TOR), which hackers use to hide their identity.
		Open Application Programming Interface (API) and Command Line Interface (CLI)	The system must have security configurations that are fully accessible, editable, and auditable via open Application Programming Interface (API) and Command Line Interface (CLI), giving the freedom to integrate and customize on given terms.
		Custom Rules	The system must be able to offer a custom rule builder to quickly and easily generate custom rules that can be used to handle unique scenarios not covered by standard rules or to quickly

2

**Conforme:**

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Bidder's Company Name

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Signature of Authorized Representative

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Designation

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Date

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Web Security

				patch new website vulnerabilities.	
			Response Actions	The system must be able to create and serve a wide range of response actions, including fully custom responses. It can send custom error messages, brand pages with a logo, or define and serve Hypertext Markup Language (HTML), eXtensible Markup Language (XML), or Javascript Object Notation (JSON)-based responses, depending on the needs.	
			Evaluation Mode	The system must be able to easily evaluate new or updated Web Application Firewall (WAF) rules on live traffic, alongside active protections, to seamlessly upgrade to the latest protections.  While WAF rules are continuously and transparently updated by the provider, the user is in complete control of evaluation and activation.	
			Performance and Delivery	The system must be able to seamlessly scale to match traffic demands as they vary over time, distribute Central Processing Unit (CPU) and memory resources as required, deliver cached content from the edge, and provide continuous protection without interruption for the highest level of performance and delivery	62
			Hypertext Transfer Protocol Secure (HTTPS) - included	Includes a Transport Layer Security (TLS) or Secure Sockets Layer (SSL) certificate to deliver secure content, help prevent data theft, and provide HTTPS	

3

**Conforme:**

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date





Annex 6-C

PABAC

Web Security

II. Test and Acceptance Procedure

a. **AUTHORITY:** The Acceptance Test Procedure (ATP) is being conducted in line with the provisions of the bidding documents.

b. **OBJECTIVE:** The objective of this ATP is to determine the completeness and functionality of the Web Application Firewall with HTTPS being delivered and its compliance to the standards enumerated in the bidding documents.

c. **SCOPE:** This procedure will be conducted on the Web Application Firewall with HTTPS.

d. **METHODOLOGY:** Visual inspections and Functional Tests of delivered Web Application Firewall with HTTPS.

e. **POLICIES AND PROCEDURES:** Test Parameters and Procedures for the procurement of Web Application Firewall with HTTPS.

i. The tests shall check the completeness and functionality of delivered Web Application Firewall with HTTPS.

ii. The rating system that will be involved in the Acceptance Test will be passed or failed only.

iii. The acceptance test shall be composed of visual inspection and functional tests on the Web Application Firewall with HTTPS.

1. General

1.1. **Scope:** The "Test Parameters and Procedures" is applicable for both Post-Qualification and Product Delivery Acceptance of the procurement of Web Application Firewall with HTTPS.

1.2. **Reference:** Technical Specification of Web Application Firewall with HTTPS.

1.3. **Objective:** To determine the completeness, license validity, operational capabilities, and functionality of the Web Application Firewall with HTTPS.

2. Test Parameters and Procedures

2.1.1. **Visual Inspection Parameters and Procedures:**

2.1.2. **Overall Workmanship:**

2.1.2.1.1. **Equipment Needed:** None

<b>Conforme:</b>
_____
Bidder's Company Name
_____
Signature of Authorized Representative
_____
Designation
_____
Date

**Annex 6-C**

PABAC

Web Security

2.1.2.1.2. Purpose: To determine the completeness of documentation of the Web Application Firewall with HTTPS.

2.1.2.1.3. Procedure: Check completeness of documents.

Item Nr	Visual Inspections Checklist	Pass	Fail
1	Users' Manual		
2	Warranty / Subscription Certificate		

**2.2. Functional Testing Parameters and Procedures:**

**2.2.1. Functionality:**

2.2.1.1. Purpose: To determine if the system specifications and functionality of the Web Application Firewall with HTTPS.

2.2.1.2. Equipment Needed: Laptop or desktop computer

2.2.1.3. Procedures:

- 2.2.1.3.1. Access the Web Application Firewall with HTTPS.
- 2.2.1.3.2. Check the system general information.
- 2.2.1.3.3. Perform system test/operations.
- 2.2.1.3.4. Standard: All user-defined configurations based on the system functionality should be accepted as entered.
- 2.2.1.3.5. Features in the functional test checklist must all be enabled.

Item Nr	Functional Test Checklist	Pass	Fail
1	Application Firewall		
2	Denial-of-Service (DoS) Protection		
3	Advance Web Security Analytics		
4	Network Internet Protocol/Geographic (IP/Geo) Edge Firewall		
5	Open Application Programming Interface (API) and Command Line Interface (CLI)		
6	Custom Rules		
7	Response Actions		
8	Evaluation Mode		
9	Performance and Delivery		
10	Hypertext Transfer Protocol Secure(HTTPS)-included		

6

**Conforme:**

\_\_\_\_\_

Bidder's Company Name

\_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_

Designation

\_\_\_\_\_

Date



Annex 6-C



PABAC

Web Security

iv. In case one requirement is missing during the visual inspection, the Philippine Army Technical Inspection and Acceptance Committee (PA TIAC) shall decline acceptance of the equipment being delivered and thereafter shall inform the BAC in writing of the non-acceptance including the specific reasons for the same.

v. In case of failure of any item during functional tests, the supplier shall be given fifteen (15) calendar days for the correction of defects/replacement of defective software. This however does not relieve the supplier of the required period of completion of the project as contained in the schedule of requirements.

vi. The warranty period shall only take effect upon final acceptance by PA TIAC.


vii. Failure to comply on this procedure shall entitle the PROCURING ENTITY to reject the whole quantity during the Final Acceptance by PA TIAC.

f. RESPONSIBILITIES: The PA TIAC shall be responsible for the conduct of the Final Acceptance Test and Evaluation.

Prepared By:

  
**HIESA G OBISPO**  
GPT (SC) PA  
Technical Officer


Noted By:

  
**LITO F SALANGUSTE**  
MAJ (SC) PA  
Commodity Branch Chief

Recommended By:

  
**PATRIARCH ROBINSON P PEL**  
Colonel SC (MNSA) PA  
Commodity Manager

Approved By:

  
**CIRILITO E SOBEJANA**  
Lieutenant General PA  
Commanding General, PA

**Conforme:**

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

**Omnibus Sworn Statement (Revised)***[shall be submitted with the Bid]*

REPUBLIC OF THE PHILIPPINES )  
 CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**AFFIDAVIT**

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

**10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**  
*[Format shall be based on the latest Rules on Notarial Practice]*

(Bidder's Company Letterhead)

**WARRANTY UNDERTAKING**

**INSTALLATION AND COMMISSIONING OF WEB APPLICATION FIREWALL  
FOR THE PHILIPPINE ARMY  
BID REF NO. SIG PABAC 009-21**

**Approved Budget Contract: Php10,540,500.00**

I/We, (Name), (Title/Capacity), the duly authorized representative of (Company/Bidder), hereby commits that should we be awarded the contract, we will issue a Warranty Certificate in favor of the Philippine Army (PA) valid for at least three (3) years from date of final acceptance.

This Undertaking shall form part of the Technical Requirements for the aforesaid procurement project

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name & Designation

\_\_\_\_\_  
Date

## Annex 9

**Bidder's Company Letterhead****CERTIFICATE OF REPLACEMENT FOR DEFECTIVE ITEMS****INSTALLATION AND COMMISSIONING OF WEB APPLICATION FIREWALL  
FOR THE PHILIPPINE ARMY****BID REF NO. SIG PABAC 009-21****Approved Budget Contract: Php10,540,500.00**

I/We, \_\_\_\_\_ (Name) \_\_\_\_\_, \_\_\_\_\_ (Title/Capacity) \_\_\_\_\_, the duly authorized representative of (Company/Bidder) \_\_\_\_\_, hereby commits that should we be awarded the contract, we will replace all defective items within thirty (30) calendar days upon receipt of Notice of Defects from the Philippine Army.

This Certification shall form part of the Technical Requirements for the aforesaid procurement project.

Issued this \_\_\_\_\_ day of \_\_\_\_\_ 2021 in \_\_\_\_\_, Philippines

\_\_\_\_\_  
Name of Company (Bidder)

\_\_\_\_\_  
Full Name of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Tel. No./Fax

\_\_\_\_\_  
E-mail Address

**Annex 10**

**(Bidder’s Company Letterhead)**

**INSTALLATION AND COMMISSIONING OF WEB APPLICATION FIREWALL  
FOR THE PHILIPPINE ARMY**

**BID REF NO. SIG PABAC 009-21**

**Approved Budget Contract: Php10,540,500.00**

**Financial Bid Form**

Description	Qty	ABC Price		Bidder’s Proposal	
		U/P	Total Price	U/P	Total Price
<b>TOTAL BID PRICE</b>					
<b>Total Bid Price (Amount in Words):</b>					
<b>BIDDER’S UNDERTAKING</b>					
I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above-described items. I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of Notice of Award. Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.					

Note: If the particular column is not applicable indicate **N/A**.

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name & Designation (in print)

\_\_\_\_\_  
Date



**(Bidder's Company Letterhead)**

**INSTALLATION AND COMMISSIONING OF WEB APPLICATION FIREWALL  
FOR THE PHILIPPINE ARMY**

**BID REF NO. SIG PABAC 009-21**

**Approved Budget Contract: Php10,540,500.00**

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_, Invitation to Bid<sup>1</sup> Number \_\_\_\_\_, Page \_\_\_\_\_ of \_\_\_\_.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Qty	Unit price CIF port of entry (specify port) or CIF named place (specify border point or place of destination)	Total CIF or CIF price per item (col. 4 x 5)	Unit Price Delivered at Place (DAP)	Unit price Delivered Duty Paid (DDP)	Total Price -(if DAP col 4X7) -(If DDP col 4X8)

Note: If the particular column is not applicable indicate **dash (-)** or **zero (0)**, as applicable.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

**Annex 11**  
**FORM NO. 2**

**(Bidder’s Company Letterhead)**

**INSTALLATION AND COMMISSIONING OF WEB APPLICATION FIREWALL  
FOR THE PHILIPPINE ARMY  
BID REF NO. SIG PABAC 009-21**

**Approved Budget Contract: Php10,540,500.00**

**For Goods Offered From Within the Philippines**

Name of Bidder \_\_\_\_\_ . Invitation to Bid<sup>2</sup> Number \_\_\_\_ . Page  
\_\_\_\_\_ of \_\_\_\_.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Note: If the particular column is not applicable indicate **dash (-)** or **zero (0)**, as applicable.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

\_\_\_\_\_  
<sup>2</sup> If ADB, JICA and WB funded projects, use IFB.

